



City of Woodstock

12453 Highway 92, Woodstock, Georgia 30188
770-592-6000 • 770-926-1375 (Fax)
www.woodstockga.gov

REQUEST FOR QUALIFICATIONS For Private Development Design/Build Partner

**RFQ NUMBER
2015 - 05**

For all questions about this RFQ contact:

Crystal L. Welch, Budget Analyst
770-592-6000 Ext 1203

RELEASED ON:

January 30, 2015

DUE ON:

March 5, 2015 by 3:00 P.M. Eastern Standard Time

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BIDDER'S RFQ CHECKLIST

The 10 Most Critical Things to Keep in Mind When Responding to an RFQ for the City of Woodstock

1. _____ **Read the *entire* document.** Note critical items such as: mandatory requirements; supplies/services required; submittal dates; number of copies required for submittal; funding amount and source; contract requirements (i.e., contract performance security, insurance requirements, performance and/or reporting requirements, etc.).
2. _____ **Note the Budget Analyst's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFQ and is an excellent source of information for any questions you may have.
3. _____ **Attend the pre-proposal conference** if one is offered. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or to notify the City of any ambiguities, inconsistencies, or errors in the RFQ.
4. _____ **Take advantage of the “question and answer” period.** Submit your questions to the Budget Analyst by the due date listed in the Schedule of Events and view the answers given in the formal “addenda” issued for the RFQ. All addenda issued for an RFQ are posted on the City’s website and will include all questions asked and answered concerning the RFQ.
5. _____ **Follow the format required in the RFQ** when preparing your response. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don’t assume the City or evaluation committee will know what your company capabilities are or what items/services you can provide, even if you have previously contracted with the City. The proposals are evaluated based solely on the information and materials provided in your response.
7. _____ **Use the forms provided**, i.e., cover page, sample budget form, certification forms, etc.
8. _____ **Check the City’s website for RFQ addenda.** Before submitting your response, check the City’s website at www.woodstockga.gov to see whether any addenda were issued for the RFQ. If so, you must submit a signed cover sheet for each addendum issued along with your RFQ response.
9. _____ **Review and read the RFQ document again** to make sure that you have addressed all requirements. Your original response and the requested copies must be identical and be complete. The copies are provided to the evaluation committee members and will be used to evaluate your response.
10. _____ **Submit your response on time.** Note all the dates and times listed in the Schedule of Events and within the document, and be sure to submit all required items on time. Late proposal responses are ***never*** accepted.

SCHEDULE OF EVENTS

EVENT

DATE

RFQ Issue Date 01/30/2015

Mandatory Pre-Proposal Conference 02/10/2015 (10:00 AM EST)

Deadline for Receipt of Written Questions..... 02/25/2015 (3:00 PM EST)

RFQ Response Due Date 03/05/2015 (3:00 PM EST)

SECTION 1: PROJECT OVERVIEW AND INSTRUCTIONS

1.0 PROJECT OVERVIEW

The City of Woodstock, GA (herein after referred to as “The City”) invites qualified development firms to submit proposals for the planning, design, finance, and development of Woodstock City Center, a mixed-use development in the heart of Historic Downtown Woodstock. The subject site is a City-owned parcel totaling approximately **3.4 acres (148, 700 +/- square feet)^a**. A more complete description of the project and related services sought is provided in Section 3 “Scope of Project”.

To be considered for this assignment, applicants must demonstrate an established record of designing and developing urban mixed-use projects including retail, restaurant, residential and/or office components. Bidders must, at a minimum, include development, architecture, engineering, and construction expertise. Firms with experience in public / private partnerships are preferred.

Proposals submitted in response to this solicitation must comply with the instructions and procedures contained herein.

1.1 SINGLE POINT OF CONTACT

From the date this Request for Proposals (RFQ) is issued until a Bidder is selected and the selection is announced by the Budget Analyst, **Bidders are not allowed to communicate with any City staff or officials regarding this procurement, except at the direction of Crystal L. Welch**, the Budget Analyst. Any unauthorized contact may disqualify the Bidder from further consideration. Contact information for the single point of contact is as follows:

**Crystal L. Welch
12453 Highway 92
Woodstock, Georgia 30188
clwelch@woodstockga.gov**

1.2 REQUIRED REVIEW

1.2.1 Review RFQ. Bidders should carefully review the instructions, mandatory requirements, specifications, and standard terms and conditions set out in this RFQ and promptly notify the Budget Analyst identified above in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFQ.

1.2.2 Form of Questions. Bidders with questions or requiring clarification or interpretation of any section within the RFQ may address these questions as follows:

^a The size of the subject site is currently estimated at approximately 8.7 acres (379,182 square feet); however, this information is provided for convenience only and is subject to final survey. The City of Woodstock, GA makes no binding representation herein in regard to exact parcel size.

1. In writing, delivered via email, to the Budget Analyst referenced above on or before 3:00 PM on February 25, 2015
2. During the mandatory Pre-Proposal Conference to be held on February 10, 2015 at 10:00 am and described more fully in Section 1.3 of this document.

City's Answers. The City will provide an official written answer to all questions. The City's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon the City. Any formal written addendum will be posted on the City's website alongside the posting of the RFQ at www.woodstockga.gov by the close of business on the date listed. Bidders must sign and return any addendum with their RFQ response.

Standard Terms and Conditions. By submitting a response to this RFQ, Bidder agrees to acceptance of the standard terms and conditions as set out in Appendix A of this RFQ. Much of the language included in the standard terms and conditions, or any added provisions must be submitted to the Budget Analyst referenced above by the date for receipt of written/e-mailed questions or with the Bidder's RFQ response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Bidder's ability to respond to the RFQ or perform the contract. The City reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring Bidder during contract negotiation. Any material, substantive, important exceptions requested and granted to the standard terms and conditions language will be addressed in any form written addendum issues for this RFQ and will apply to all Bidders submitting a response to this RFQ.

1.2.5 Mandatory Requirements. To be eligible for consideration, a Bidder *must* meet the intent of all mandatory requirements. The City will determine whether a Bidder's RFQ response complies with the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.3 PRE-PROPOSAL CONFERENCE

A mandatory pre-proposal conference will be conducted at the Chambers at City Center (8534 Main Street, Woodstock, GA 30188) on February 10, 2015 at 10:00 AM EST. Bidders may use this opportunity to ask clarifying questions or obtain a better understanding of the project or to notify the City of any ambiguity, inconsistency, or error that may be discovered upon examination of this RFQ document.

1.4 GENERAL REQUIREMENTS

1.4.1 Acceptance of Standard Terms and Conditions. By submitting a response to this RFQ, Bidder agrees to acceptance of the standard terms and conditions described in this RFQ and more specifically set out in Appendix A of this RFQ. Much of the language included in the standard terms and conditions reflects requirements of Georgia law. Requests for additions or exceptions to the standard terms and conditions, including any necessary licenses, or any added provisions must be submitted to the Budget Analyst referenced above by the date for receipt of

written/e-mailed questions and must be accompanied by an explanation of why the exception is being sought and what specific effect it will have on the Bidder's ability to respond to the RFQ or perform the contract. The City reserves the right to address non-material requests for exceptions with the highest scoring Bidder during contract negotiation. Any material exceptions requested and granted to the standard terms and conditions language will be addressed in any formal written addendum issued for this RFQ and will apply to all Bidders submitting a response to this RFQ. The City will make any final determination of changes to the standard terms and conditions.

1.4.2 Resulting Contract. This RFQ and any addenda, the Bidder's RFQ response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by the City, will govern in the same order of precedence as listed in the contract.

1.4.3 Mandatory Requirements. To be eligible for consideration, a Bidder *must* meet the intent of all mandatory requirements. The City will determine whether a Bidder's RFQ response complies with the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.4.4 Understanding of Specifications and Requirements. By submitting a response to this RFQ, Bidder agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.

1.4.5 Prime Contractor/Subcontractors. The highest scoring Bidder will be the prime contractor; if a contract is awarded; and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City reserves the right to approve all subcontractors. The Contractor shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. Further, nothing contained within this document or any contract documents created as a result of any contract awards derived from this RFQ shall create any contractual relationships between any subcontractor and the City.

1.4.6 Bidder's Signature. The proposals must be signed in ink by an individual authorized to legally bind the business submitting the proposal. The Bidder's signature on a proposal in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude the City of Woodstock from obtaining the best possible supply or service. Proof of authority of the person signing the RFQ response must be furnished upon request.

1.4.7 Offer in Effect for 150 Days. A proposal may not be modified, withdrawn or canceled by the Bidder for a 150-day period following the deadline for proposal submission as defined in the Schedule of Events, or receipt of best and final offer, if required, and Bidder so agrees in submitting the proposal.

1.5 SUBMITTING A PROPOSAL

1.5.1 Organization of Proposal. Bidders must organize their proposal into sections that follow the format of this RFQ, with tabs separating each section. A point-by-point response to all numbered sections, subsections, and appendices is required. If no explanation or clarification is required in the Bidder's response to a specific subsection, the Bidder shall indicate so in the point-by-point response or utilize a blanket response for the entire section with the following Statement:

“(Bidder's Name)” understands and will comply.

A. Design Phase Team

- a. Identification of all firms / organizations comprising the Bidder's team, including lists of representative projects
- b. Identification of specific key personnel who will be assigned to the Woodstock City Center project, including representative project experience
- c. Descriptions of current and anticipated projects and engagements representing all time commitments that will require Bidder's resources during the planning, development and construction of Woodstock City Center.

B. Project Schedule

- a. Proposed schedule including all steps of planning, design, permitting, and construction of the project

C. References

- a. The names and contact information of three (3) individuals and/or development partners who have had project experience with the Bidder

1.5.2 Failure to Comply with Instructions. Bidders failing to comply with these instructions may be subject to point deductions. The City may also choose to not evaluate, may deem non-responsive, and/or may disqualify from further consideration any proposals that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.5.3 Multiple Proposals. Bidders may, at their option, submit multiple proposals, in which case each proposal shall be evaluated as a separate document.

1.5.4 Copies Required and Deadline for Receipt of Proposals. Bidders must submit one (1) original unbound proposal and four (4) copies to the City of Woodstock. One (1) copy of certified financial statements for the past three (3) operating years and the current year-to-date should be provided in a separate, sealed envelope labeled “Confidential Financial Information for {Bidder's Name}.” Proposal packages must be sealed and labeled on the outside of the package to clearly indicate that they are in response to RFQ 2015 - 05. ***Proposals must be received at the receptionist's desk of the City of Woodstock, GA prior to 3:00 PM, local time,***

March 5, 2015. Facsimile responses to requests for proposals are ONLY accepted on an exception basis with prior approval of the Budget Analyst.

1.5.5 Late Proposals. *Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration.* It shall be the Bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late proposals will not be opened and may be returned to the Bidder at the expense of the Bidder or destroyed if requested.

1.6 COST OF PREPARING A PROPOSAL

1.6.1 City Not Responsible for Preparation Costs. The costs for developing and delivering responses to this RFQ and any subsequent presentations of the proposal as requested by the City are entirely the responsibility of the Bidder. The City is not liable for any expense incurred by the Bidder in the preparation and presentation of their proposal or any other costs incurred by the Bidder prior to execution of a contract.

1.6.2 All Timely Submitted Materials Become City Property. All materials submitted in response to this RFQ become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and Bidder resulting from this RFQ process.

SECTION 2: RFQ STANDARD INFORMATION

2.0 AUTHORITY

This RFQ is issued under the authority of the City of Woodstock, GA. The RFQ process is a procurement option allowing the award to be based on stated evaluation criteria. The RFQ states the relative importance of all evaluation criteria. No other evaluation criteria, other than as outlined in the RFQ, will be used.

2.1 BIDDER COMPETITION

The City encourages free and open competition among Bidders. Whenever possible, the City will design specifications, proposal requests, and conditions to accomplish this objective, consistent with the necessity to satisfy the City's need to procure technically sound, cost-effective services and supplies.

2.2 RECEIPT OF PROPOSALS AND PUBLIC INSPECTION

2.2.1 Public Information. All information received in response to this RFQ, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the time for receipt of proposals has passed with the following four exceptions: (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated and documented; (2) matters involving individual safety as determined by the City of Woodstock; (3) any company financial information requested by the

City of Woodstock to determine vendor responsibility, unless prior written consent has been given by the Bidder; and (4) other constitutional protections.

2.2.2 Budget Analyst Review of Proposals. Upon opening the proposals received in response to this RFQ, the Budget Analyst will review the proposals and separate out any information that meets the referenced exceptions in Section 2.2.1 above, providing the following conditions have been met:

- Confidential information is clearly marked and separated from the rest of the proposal.
- The proposal does not contain confidential material in the cost or price section.
- An affidavit from a Bidder's legal counsel attesting to and explaining the validity of the trade secret claim is attached to each proposal containing trade secrets. Counsel must use the City of Woodstock "Affidavit for Trade Secret/Private Information" form in requesting information remain confidential. This affidavit form is available by contacting the Finance Department, Budget Analyst at (770) 592-6003.

Information separated out under this process will be available for review only by the Budget Analyst, the evaluation committee members, and limited other designees. Bidders must be prepared to pay all legal costs and fees associated with defending a claim for confidentiality in the event of a "right to know" (open records) request from another party.

2.3 CLASSIFICATION AND EVALUATION OF PROPOSALS

2.3.1 Initial Classification of Proposals as Responsive or Nonresponsive. All proposals will initially be classified as either "responsive" or "nonresponsive". Proposals may be found nonresponsive any time during the evaluation process or contract negotiation if any of the required information is not provided; the submitted price is found to be excessive or inadequate as measured by criteria stated in the RFQ; or the proposal is not within the plans and specifications described and required in the RFQ. If a proposal is found to be nonresponsive, it will not be considered further.

2.3.2 Determination of Responsibility. The Budget Analyst will determine whether a Bidder has met the standards of responsibility. Such a determination may be made at any time during the evaluation process and through contract negotiation if information surfaces that would result in a determination of nonresponsibility. If a Bidder is found nonresponsive, the determination must be in writing, made a part of the procurement file and mailed to the affected Bidder.

2.3.3 Evaluation of Proposals. The evaluation committee will evaluate the remaining proposals and recommend which Bidder to develop a contract with or, if necessary, to seek discussion/negotiation or a best and final offer in order to determine the successful Bidder. All responsive proposals will be evaluated based on stated evaluation criteria. In scoring against stated criteria, the City may consider such factors as accepted industry standards and a comparative evaluation of all other qualified RFQ responses in terms of team, experience, and quality of previous work.

2.3.4 Completeness of Proposals. Selection and award will be based on the Bidder's proposal and other items outlined in this RFQ. Submitted responses may not include references to information located elsewhere, such as Internet websites or libraries, unless specifically requested. Information or materials presented by Bidders outside the formal response or subsequent discussion/negotiation or "best and final offer," if requested, will not be considered, will have no bearing on any award, and may result in the Bidder being disqualified from further consideration.

2.3.5 Achieve Passing Score. Section waived for this RFQ.

2.3.6 Opportunity for Discussion/Negotiation and/or Oral Presentation/Product Demonstration. After receipt of all proposals and prior to the determination of the award, the City may initiate discussions with one or more Bidders should clarification or negotiation be necessary. Bidders may also be required to make an oral presentation and/or product demonstration to clarify their RFQ response or to further define their offer. In either case, Bidders should be prepared to send qualified personnel to Woodstock, Georgia to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the Bidder's expense.

2.3.7 Best and Final Offer. The "Best and Final Offer" is an option available to the City under the RFQ process, which permits the City to request a "best and final offer" from one or more Bidders if additional information is required to make a final decision. Bidders may be contacted asking that they submit their "best and final offer," which must include any and all discussed and/or negotiated changes. The City reserves the right to request a "best and final offer" for this RFQ, if any, based on price/cost alone.

2.3.8 Evaluation Committee Recommendation for Contract Award. The evaluation committee will provide a written recommendation for contract award to the Budget Analyst that contains the justification and rationale for its decision. The Budget Analyst will review the recommendation to ensure its compliance with the RFQ process and criteria before concurring in the evaluation committee's recommendation.

2.3.9 Request for Documents Notice. Upon concurrence with the evaluation committee's recommendation for contract award, the Budget Analyst will issue a "Request for Documents Notice" to the highest scoring Bidder to obtain the required insurance documents, contract performance security, and any other necessary documents. Receipt of the "Request for Documents Notice" does not constitute a contract and no work may begin until a contract signed by all parties is in place. The Budget Analyst will notify all other Bidders of the City's intent to begin contract negotiation with the highest scoring Bidder.

2.3.10 Contract Negotiation. Upon issuance of the "Request for Documents Notice," the Budget Analyst and/or City representatives may begin contract negotiation with the responsive and responsible Bidder whose proposal is the most advantageous to the City. If contract negotiation is unsuccessful or the highest scoring Bidder fails to provide necessary

documents or information in a timely manner, or fails to negotiate in good faith, the City may terminate negotiations and begin negotiations with the next highest scoring Bidder.

2.3.11 Contract Award. Contract award, if any, will be made to the highest scoring Bidder who provides all required documents and successfully completes contract negotiation. A formal contract incorporating the Standard Terms and Conditions attached as Appendix A will be executed by all parties.

2.4 CITY'S RIGHTS RESERVED

While the City has every intention to award a contract as a result of this RFQ, issuance of the RFQ in no way constitutes a commitment by the City of Woodstock to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

- cancel or terminate this RFQ;
- reject any or all proposals received in response to this RFQ;
- waive any undesirable, inconsequential, or inconsistent provisions of this RFQ which would not have significant impact on any proposal;
- not award if it is in the best interest of the City not to proceed with contract execution; or
- if awarded, terminate any contract if the City determines adequate City funds are not available.

SECTION 3: SCOPE OF PROJECT

3.0 PROGRAM OVERVIEW

The City Center project at Woodstock City Center is envisioned as a catalyst development that will attract additional investment and private sector activity; promoting the continued transformation of Downtown Woodstock into a vibrant, attractive destination for the City's residents and visitors. The project is to be a people-oriented, mixed-use development that is consistent with the downtown Woodstock aesthetic.

3.1 PHASE 1: DESIGN

Phase 1 shall be the design phase of the project. The successful bidder will be included in a design/development team with two (2) representatives from the City of Woodstock and two (2) representatives from the design team. Other resources may be included in this team throughout the process on an as-needed basis.

The City of Woodstock and/or its Downtown Development Authority (DDA) shall contribute a current boundary survey of the property and with an overlay of the proposed Towne Lake Parkway improvements.

The result of Phase 1 shall include at a minimum the following:

A. Proposed Development Plan

a. Illustrative drawings

- i. Illustrative site concept drawing that includes the general placement of buildings, parking, roadways, walkways, and landscaping
- ii. Elevations and/or renderings adequate for a clear understanding of the proposed development
- iii. Description of architectural character and features
- iv. The conceptual site plan shall include parking facilities to meet the needs of the proposed development plus a minimum of 100 additional publically accessible spaces.
- v. The conceptual site plan shall include the location of a +/- 20,000 square foot future city hall building as part of the proposed development. Note that the current Chambers at City Center and Theater at City Center are considered to be an outparcel to this development. The future city hall building may be located on this outparcel if a more suitable site is not identified during the design phase. The Chambers at City Center may not be removed for any part of this project

- b. Description and examples of building(s) to include approximate square footages, heights, class, and mix of uses
- c. Sources and uses of funds table for the project
- d. Pro forma financial statements for the project
- e. The property is currently zoned DT-CBD. If any zoning considerations are required the property would be rezoned following the process outlined in the Land Development Ordinance with final approval granted by the Mayor and City Council.

3.2 PHASE 2: DEVELOPMENT

Following the successful conclusion of Phase 1, the bidder shall move into contract negotiations to become the preferred development partner for the Woodstock City Center project. Depending on the proposal received, Georgia law may require any contract for the development to be bid for contract. During contract negotiation the City and the bidder shall negotiate the terms and conditions for any property transfers and/or leases, sources and uses of funds agreements and any development agreements deemed necessary to make the project successful. All of these terms and conditions shall be approved and executed by the City Council prior to commencement of development of the site.

If additional property assemblage is anticipated or planned as part of the overall development, the development partner is solely responsible for the acquisition of those properties

The successful bidder shall lead the development team, which will include equal representation of City officials including at a minimum City Manager, Economic Development Director and Community Development Director.

The City of Woodstock and the Downtown Development Authority shall retain and own all documents produced as part of the design phase.

The bidder shall have thirty (30) days following the conclusion of the design phase to notify the City in writing that it does not intend to move forward as the development partner on the project at which point the City shall have the opportunity to re-bid the development phase of the project.

SECTION 4: BIDDER QUALIFICATIONS

4.0 CITY'S RIGHT TO INVESTIGATE AND REJECT

The City may make such investigations as deemed necessary to determine the ability of the Bidder to provide the supplies and/or perform the services specified.

4.1 BIDDER INFORMATIONAL REQUIREMENTS

In determining the capabilities of a Bidder to perform the services specified herein, the following informational requirements must be met by the Bidder. **(Note: Each item must be thoroughly addressed. Bidders taking exception to any requirements listed in this section may be found non-responsive or be subject to point deductions.)**

A. Project Team

- a. Identification of all firms / organizations comprising the Bidder's team, including lists of representative projects. Project team shall be experienced with the following type(s) of projects:
 - i. Mixed-use projects that are built in a suburban non-transit oriented area but retain pedestrian friendly environments.
 - ii. Livable Center Initiative (LCI) projects which tie into existing and planned downtown infrastructure. LCI funding and goals may be identified as a source of funds for components of this project.
 - iii. Vertical construction projects which house a mix of uses (i.e: residential and/or office space over retail and/or restaurant space) and the successful completion of these buildings utilizing building and fire codes.
 - iv. Mixed-use projects that blend into the existing physical form of a downtown area. This project is not considered a greenfield project and must be seen as an extension of the current downtown form in an infill project.
- b. Identification of specific key personnel who will be assigned to the Woodstock City Center project, including representative project experience based on the same types of projects listed above.

- c. Descriptions of current and anticipated projects and engagements representing all time commitments that will require Bidder's resources during the planning, development and construction of Woodstock City Center.

B. Project Schedule

- a. Proposed schedule for the planning and design phase.
- b. Conceptual schedule for the development phase including all steps of planning, architectural and site design, permitting, and construction of the project following the completion of the planning and design phase.

C. Financials

- a. The City of Woodstock reserves the right at any point during the qualification process to request financial statements from any potential bidder to ensure that the bidder is financially able to complete the project.

D. References

- a. The names and contact information of three (3) individuals who have had project experience with the Bidder

SECTION 5: EVALUATION CRITERIA

5.0 EVALUATION CRITERIA

The evaluation committee will review and evaluate the offers according to the following criteria:

- A. Years of Experience
- B. Applicability of Experience
- C. Staff/Team Qualifications
- D. Current Commitments / Ability to Execute
- E. References Included with Bidder's Response

APPENDIX A: STANDARD TERMS AND CONDITIONS

- 1) Definitions. As used herein, (a) “City” refers to City of Woodstock, Georgia; (b) Vendor refers to the vendor identified on the reverse side; and (c) “Materials” refers to the materials, services, etc., which are the subject of this Order.
- 2) Governing Terms. This Order expressly limits acceptance to the terms stated below and on the reverse side. Any additional or different terms proposed by Vendor and expressed in any form (acknowledgements, confirmations, invoices, catalogs, brochures, technical data sheets, etc.), whether before or after Vendor’s receipt of this Order, shall not be binding upon City. City’s silence or acceptance of the Materials shall not constitute consent to such additional or different terms.
- 3) Price. This Order is at the price specified, except for applicable sales/use tax(es). Any claim for increased price or additional charges shall not be recognized unless approved in writing by City prior to the commencement of or during the course of completing the Materials. The price may, however, be decreased in accordance with paragraph 6 below. Without limiting the foregoing, except as otherwise may be stated on the reverse side no charge will be allowed for packing, crating, transportation/shipping or storage without City’s prior written consent. None of the direction provided Vendor by City during Vendor’s fulfillment of this Order shall be considered a change of project specifications or shall justify a price increase unless specifically agreed to in writing by City.
- 4) Payment. This Order number must appear on all packages, invoices and correspondence. Except as otherwise may be stated on the reverse side, payment shall be made after Vendor fulfills its obligations hereunder and makes timely delivery to City of Vendor’s proper invoice. Vendor must deliver its invoice to City within thirty (30) days of ship date. The invoice must contain a complete detailed itemization of each expenditure and charge.
- 5) Responsibility of Vendor. Vendor, at its sole cost, shall furnish and pay for all labor, materials, services, tools, equipment and resources necessary to prepare and deliver the Materials, and to fulfill its obligations hereunder. Vendor will prepare and/or secure and timely deliver the Materials to City in strict accordance with City’s specifications. (Note: No overages of quantities stated herein will be paid for, nor will shortages of stated quantities be deemed in compliance with the terms hereof.) Vendor shall deliver the Materials to City F.O.B. the place of destination indicated on the reverse side.
- 6) Cost Reduction Efforts. Vendor shall use its best efforts to minimize costs incident to its performance hereunder.
- 7) Ownership/Use/Copyright. Except as otherwise may be stated on the reverse side, all right, title and interest in and to the Materials shall vest solely in City and, to the extent the Materials are copyrightable subject matter, the Materials shall be “works made for hire” under the United States copyright laws (17 U.S.C. § 101 *et. Seq.*). To the extent the Materials are not copyrightable subject matter, or for any reason determined not to be “works made for hire”, or if Vendor shall be deemed to have retained any rights in or to the Materials, Vendor hereby irrevocably transfers and assigns to City in perpetuity and without additional consideration, all right, title and interest in and to such Materials.

- 8) Representations and Warranties. Vendor represents and warrants that: (a) Vendor has full power and authority to perform its obligations hereunder and to deliver the Materials to City without the consent of any other person, and that the Materials shall be delivered free and clear of any lien, encumbrance, security interest or other claim, of whatever nature; (b) Vendor shall comply with all applicable statutes, rules, regulations and requirements of any governmental agency or authority, whether now or hereafter enacted, in performing its obligations hereunder, and the Materials shall comply with all such statutes, rules, regulations, and requirements in effect at the time of delivery to City; (c) If the Materials are articles of wearing apparel, interior furnishings, fabrics or related materials covered by the Federal Flammable Fabrics Act, or similar laws, the Materials are exempt from said laws or reasonable and representative tests have been made according to the procedures prescribed in Section 4 of the Federal Flammable Fabrics Act showing the Materials are not so highly flammable as to be dangerous; (d) Vendor shall perform its obligations hereunder in a good, professional and workmanlike manner, and in strict accordance with City's specifications and the terms hereof; and (e) the Materials shall be free from defects in design or workmanship.
- 9) Indemnification. Vendor shall be responsible for and shall indemnify and hold City harmless from any and all claims, demands, costs, damages and expenses of whatever nature (including, without limitation, attorney's fees) relating to or arising from (a) Vendor's breach of any of the representations and warranties contained herein; (b) Vendor's failure to follow City's specifications; (c) Vendor's other breach of the terms hereof; or (d) any other act(s) or omissions(s) of Vendor, its employees, independent contractors, agents, and suppliers.
- 10) Corrections/Credits. At City's option, Vendor shall either issue an appropriate credit or undertake, at Vendor's sole cost, corrections to materials made necessary by reason of Vendor's failure to follow City's specifications or Vendor's other breach of the terms hereof. The remedies afforded City in this paragraph are in addition to, not in lieu of, any other remedy herein or provided by law or equity.
- 11) Insurance. Vendor shall maintain the following insurance (a) comprehensive general liability, including blanket contractual, covering bodily injuries with limits of no less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence, and property damage with limits of no less than \$1,000,000.00 per occurrence; and (b) statutory worker's compensation insurance, including employer's liability insurance. All insurance shall be provided by an insurer(s) acceptable to City, and shall provide for thirty (30) days prior notice of cancellation to City. Upon request, Vendor shall deliver to City a certificate or policy of insurance evidencing Vendor's compliance with this paragraph. Vendor shall abide by all terms and conditions of the insurance and shall do nothing to impair or invalidate the coverage.
- 12) Rejection and Approval Rights. City reserves the right to reject and not pay for Materials not delivered in strict accordance with the terms hereof, including timely delivery which is of the essence. If approval rights of City are to be limited in any way, such limitations(s) must be noted on the reverse side or in a separate, written agreement signed by an authorized representative of City.

- 13) Risk of Loss. Title to the Materials and liability for risk of loss or damage to the Materials shall remain with Vendor until the Materials are delivered to and accepted by City.
- 14) Cancellation. City may cancel this Order at any time prior to City's acceptance of the Materials, upon giving written notice of cancellation to Vendor. In such event, in lieu of the price(s) specified on the reverse hereof, Vendor shall be entitled only to payment of the direct non-cancelable costs theretofore incurred by Vendor and any direct non-cancelable committed costs theretofore committed by Vendor, as directly relating to the performance of Vendor's obligations hereunder prior to such cancellation; provided, however, the total amount of such costs shall not exceed the price(s) specified on the reverse side. City shall not be responsible for any other amounts whatsoever including, without limitation, penalties.
- 15) Independent Contractor. Vendor shall at all times be acting as an independent contractor and not be considered or deemed to be an agent, employee, joint venturer or partner of City. Vendor shall have no authority to contract for or bind City in any manner.
- 16) No Assignment. Vendor may not assign this Order, or any of its rights or responsibilities hereunder, without City's prior written consent.
- 17) Audit. Upon not less than two (2) days prior notice, City shall have the right to inspect and audit all records (including, without limitation, financial records) of Vendor which pertain to Vendor's fulfillment of this Order and charge therefore.
- 18) Attorney's Fees. In the event of Vendor's breach hereunder, City, in addition to the recovery of all monies and damages owed to City, shall be entitled to recover from Vendor the reasonable attorney's fees and court costs incurred by City as a result of such breach.
- 19) Miscellaneous. (a) No remedy of City shall be exclusive of any other remedy herein or provided by law as equity, but each shall be cumulative. (b) City's failure or forbearance to enforce any term hereof shall not be deemed to be a waiver of such right or claim, or any right of claim hereunder. Moreover, City's waiver of any term hereof shall not operate or be construed as a waiver of any subsequent breaches of the same or any other term. (c) If any of the terms hereof shall be determined to be invalid or unenforceable, the remaining terms shall remain in full force and effect. (d) The terms contained in this Order constitute the entire agreement between City and Vendor and supersedes all other oral or written proposals, purchase orders, invoices, agreements and communications between City and Vendor relating to the subject matter hereof. (e) No term of this Order may be modified or waived except by an instrument in writing signed by an authorized representative of the party against which enforcement of such modification or waiver is sought. (f) This Order and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Georgia.
- 20) Special Stipulations. To the extend City attaches to this Order any special terms which conflict with or are inconsistent with any of the foregoing terms, the attached special terms shall control.